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Attorneys for Plaintiff
 SANTA BARBARA CHANNELKEEPER

**UNITED STATES DISTRICT COURT
 CENTRAL DISTRICT OF CALIFORNIA**

SANTA BARBARA CHANNELKEEPER,) CASE NO. CV 11-03624 AGRx
a California non-profit corporation,)
) [proposed] AMENDED CONSENT
Plaintiff,) DECREE;
) (proposed) ORDER
v.)
)
CITY OF SANTA BARBARA, a California)
municipal corporation,)
)
Defendants.)

CONSENT DECREE AMENDMENT

The following Consent Decree Amendment ("2016 Amendment") is entered into by and between Plaintiff Santa Barbara Channelkeeper ("Plaintiff" or "Channelkeeper") and Defendant City of Santa Barbara ("Defendant" or "City") to amend the existing Consent Decree in this action. The entities entering into this 2016 Amendment are each an individual "Party" and collectively "Parties."

WHEREAS, on March 22, 2012 this Court entered a Consent Decree in this

1 action ("2012 Consent Decree");

2 WHEREAS, the 2012 Consent Decree provided that the City will reduce its
3 sanitary sewer overflows ("SSOs") to comply with the following SSO Reduction
4 Performance Standards and will direct Brown & Caldwell (the City's consultant
5 engineering firm) to design its recommendations to achieve said standards:

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Calendar Year	Maximum Number of SSOs
2012	18
2013	15
2014	12
2015	10
2016	8

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14 WHEREAS, the 2012 Consent Decree provided that the City shall prepare an
15 SSO Reduction Action Plan after any year in which the City fails to meet the
16 applicable SSO Reduction Performance Standard;

17 WHEREAS, the City has failed to achieve some of the annual spill reductions
18 required by the 2012 Consent Decree;

19 WHEREAS, the City has prepared three SSO Reduction Action Plans;

20 WHEREAS, the 2012 Consent Decree further required implementation of a
21 series of work management programs, including data collection, data management,
22 and data quality control measures, developed by the City's consultant engineering
23 firm Brown & Caldwell, to be used to target system management efforts and focus
24 resources on the improvement of ways, means and methods to prevent SSOs;

25 WHEREAS, Channelkeeper alleges that the City has failed to implement the
26 data collection, data management, and data quality control measures required,
27 resulting in continued SSOs above 2012 Consent Decree Reduction Performance
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1 Standards;

2 WHEREAS, the City denies Channelkeeper allegations, and believes that it
3 has achieved substantial compliance with the 2012 Consent Decree;

4 WHEREAS, Channelkeeper has invoked Informal Dispute Resolution,
5 pursuant to the 2012 Consent Decree;

6 WHEREAS, the Parties, through their authorized representatives and without
7 either adjudication of Channelkeeper's allegations of violations of the 2012 Consent
8 Decree, or admission by the City of any wrongdoing, have chosen to resolve the
9 dispute through settlement, and focus the resources of the parties on reducing SSOs;

10 WHEREAS, the Parties intend that the City will continue to implement the
11 terms of the 2012 Consent Decree, as well as the amended terms set forth herein;
12 and

13 WHEREAS, all actions taken by the City pursuant to this 2016 Amendment
14 will be made in compliance with all applicable federal, state and local rules and
15 regulations;

16 **NOW THEREFORE IT IS HEREBY STIPULATED BETWEEN THE**
17 **PARTIES AND ADJUDGED, ORDERED AND DECREED BY THE COURT**
18 **AS FOLLOWS:**

19
20 **A. EFFECT OF 2016 AMENDMENT**

21 1. The parties agree that the 2012 Consent Decree shall continue to be
22 effective and bind the parties as currently written except as amended hereby.

23 2. Compliance with the 2016 Amendments resolves Channelkeeper's civil
24 claims for violations of the 2012 Consent Decree against the City, including all
25 claims for sanctions, civil penalties, injunctive relief and attorneys' fees.
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27
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B. DEFINITIONS

3. Paragraph 2 of the 2012 Consent Decree is amended to add new subparagraphs (q) and (r) as provided below:

q. "Blockage" means an obstruction in the City Collection System that causes flow conditions within the publicly owned portion of the sanitary sewer system to surcharge at the upstream access structure (manhole or cleanout), in such a manner that does not result in an overflow, spill, release, discharge, or diversion of untreated or partially treated wastewater from the City Collection System.

r. "High Risk Pipe" means a Sewer Line Segment meeting all of the following criteria: (i) Sewer Line Segment that is constructed of vitrified clay or reinforced concrete; (ii) Sewer Line Segment that crosses above MS4 pipes or is above and within five (5) meters horizontally of MS4 pipes; (iii) Sewer Line Segment installed prior to 1991, or, for those installed since 1991, a condition assessment that identifies that the Sewer Line Segment has a crack, offset joint, or some other structural defect; and (iv) Sewer Line Segments that are above the water table.

C. EFFECTIVE DATE AND TERMINATION DATE

4. The amendment set forth herein shall take effect, and the 2012 Consent Decree shall be amended as set forth herein, on the date on which the District Court enters the 2016 Amendment.

5. To allow the City to implement the terms of the 2016 Amendment and to achieve the SSO standards set out below, paragraph 12 of the 2012 Consent

Decree is deleted in its entirety and replaced with a new Paragraph 12 below:

This Consent Decree will automatically and unconditionally terminate on March 31, 2020 ("Termination Date") unless the City seeks early termination of this Consent Decree pursuant to this paragraph. The City may seek early termination of this Consent Decree if the City has no more than eight (8) SSOs per Year from the City Collection System in two consecutive calendar years.¹

D. SSO REDUCTION PERFORMANCE STANDARDS

6. Table 1 of the 2012 Consent Decree as set forth in paragraph 14(a). is deleted in its entirety and replaced with the following Table 1:

a. Limitation on total SSOs per year:

Table 1

Calendar Year	Maximum Number of SSOs
2012	18
2013	15
2014	12
2015	10
2016	8
2017	8
2018	8
2019	8

¹ For purposes of calculating compliance with the early termination provisions of Paragraph 12, SSOs that satisfy the requirements set forth in Paragraph 14(b) will not be counted.

E. SSO REDUCTION ACTION PLAN

7. Paragraphs 15 and 16 of the 2012 Consent Decree are deleted in their entirety and replaced with Paragraphs 15 and 16 below:

15. The City shall report any failure to meet the applicable SSO Reduction Performance Standard in each Annual and Semi-Annual Report, as applicable and required under Section XX of this Consent Decree. In the event the City fails to meet the applicable SSO Reduction Performance Standard for any particular Year (as set forth in Table 1), the City shall prepare an SSO Reduction Action Plan designed to achieve compliance with the SSO Reduction Performance Standard set forth for the following calendar year, and submit it to Channelkeeper concurrently with the submission of the applicable Annual or Semi-Annual Report identifying the failure to meet the applicable SSO Reduction Performance Standard.

16. The SSO Reduction Action Plan shall specify the actions taken during the portion of the calendar year prior to the Semi-Annual or Annual Report, as applicable, that were designed to achieve compliance with the SSO Reduction Performance Standards, and shall specify additional measures to be taken during the upcoming Year to achieve compliance with the SSO Reduction Performance Standards.

8. The 2012 Consent Decree is amended to add new Paragraphs 16.1 and 16.2 as provided below:

16.1 The SSO Reduction Action Plan shall include, as an electronic table in Microsoft Excel format, the following data:

- a. the location of each spill, and total number of spills, associated with roots;
- b. the location of each spill, and the total number of spills,

1 associated with debris;

2 c. the cleaning frequency, both before and after the spill, for each
3 pipe segment for each spill associated with roots and/or debris;

4 d. for Blockages occurring after January 1, 2017, the location of
5 each Blockage and the cause of each Blockage;

6 e. for Blockages occurring after January 1, 2017, the cleaning
7 frequency, both before and after the Blockage, for each pipe segment for each
8 Blockage associated with roots, Fats, Oils and Grease, and/or debris;

9 f. the location of each spill, and total number of spills, associated
10 with structural defects;

11 g. the PACP quick score (consistent with Exhibit A of this
12 Consent Decree); the repair and replacement schedule, both before and after the
13 spill, for each pipe segment for each spill associated with structural defects; and,

14 h. the location of each spill, and total number of spills, associated
15 with Fats, Oils and Grease.

16 16.2 The SSO Reduction Action Plan shall include an analysis of the
17 existing program, and any proposed program changes or improvements to achieve
18 the SSO Reduction Performance Standards, including but not limited to:

19 a. a quantitative analysis of the accuracy of the reporting
20 relating to spill causes;

21 b. a review of the existing and proposed cleaning schedule to
22 reduce roots, FOG or debris related spills, if any;

23 c. a review of the existing and proposed repair and replacement
24 schedules to reduce structural defect related spills, if any;

25 d. a quantitative analysis of trends in spills over the previous 5
26 years, including spill causes, level of effort (in miles cleaned and pipe
27 segments repaired and/or replaced), and the relationship , if any,
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1 between level of effort and spill reduction;

2 e. a quantitative analysis of trends in Blockages during the time
3 since the 2016 Amendment, and the relationship , if any, between level
4 of effort (in miles cleaned and pipe segments repaired and/or replaced)
5 and Blockage reduction; and

6 f. an analysis of resource reallocation required (e.g., staff,
7 contracted services and/or equipment) to implement program changes
8 recommended in the SSO Reduction Action Plan.

9
10 **F. COLLECTION SYSTEM SEMI-ANNUAL REPORT**

11 9. Add new Paragraph 50.1 to the 2012 Consent Decree as provided
12 below:

13 50.1 On September 30, 2017 and each year until the
14 Termination Date, the City will submit a Semi-annual Report to
15 Channelkeeper. The Semi-annual Report shall provide details relevant
16 to the City's implementation of, and compliance with, this Consent
17 Decree, for the time period between January 1 and June 30, and will
18 include the following:

- 19 a. SSOs during the time period;
- 20 b. SSO Response and Analysis Report for each SSO;
- 21 c. Documentation of the rationale (by assignment of
22 codes described in paragraph 26.1) for and the changes made at
23 each Cleaning Schedule Review Committee meeting;
- 24 d. Reports of Blockages during the time period and the
25 City's analysis of each Blockage;
- 26 e. Cleaning reports, including findings and size of
27 proofing tool used and documentation of known issues that
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precluded the use of the correct size proofing tool;

f. Field audits performed by the Superintendent, Supervisor or Lead Operator (Cleaning Plan - Section 5.2);

g. Written Records of all QA/QC of contractor's first week of condition assessment and subsequent QA/QC if required;

h. Written Records of QA/QC of condition assessment data entry into Cartegraph;

i. List of all pipe segments that were not repaired, rehabilitated or reinspected by CCTV as required by Exhibit A to this Consent Decree;

j. Written Records of SSO response drills (Section 3.6.1.7 2015 SSO Response and Reporting Plan);

k. Written Records, including distribution list, of debriefing after each SSO (Section 3.4.4 2015 SSO Response and Reporting Plan); and

l. Written Records of initial and annual SSO training (Section 3.6.1.6 2015 SSO Response and Reporting Plan).

10. The 2012 Consent Decree is amended to add a new Paragraph 50.2 as provided below:

50.2 Beginning with the March 2018 Annual report, the details identified above in Paragraph 50.1 for the Semi-annual report will also be provided in the Annual Report.

G. SSO RESPONSE AND REPORTING PROGRAM

11. The 2012 Consent Decree is amended to add new Paragraphs 21.1, 21.2 and 21.3 as provided below:

1 21.1 The City shall consider the cleaning “windows” described
2 in its cleaning program while setting any changes in cleaning frequency
3 for the specific SSO pipe segment after an SSO or Blockage to ensure
4 that cleaning occurs at an interval less than the period between the prior
5 cleaning and the SSO or Blockage.

6 21.2 The City shall retrain all appropriate personnel on SSO
7 response procedures as required in Brown and Caldwell’s December
8 2015 SSO Response and Reporting Plan within 60 days of Effective
9 Date.

10 21.3 The City shall conduct a SSO response drill as described
11 in Brown and Caldwell’s December 2015 SSO Response and
12 Improvement Plan within 90 days of the Effective Date, and will
13 conduct at least one drill annually thereafter.

14 **H. SYSTEM-WIDE SEWER CLEANING AND ACCELERATED**
15 **CLEANING PROGRAMS**

16 12. The 2012 Consent Decree is amended to add new Paragraphs 26.1
17 through 26.4 as provided below:

18 26.1 By January 24, 2017, the City will modify its Cleaning
19 and Inspection Improvement Plan such that those Sewer Line Segments
20 identified with a history of roots (light, medium or heavy root findings)
21 will be included in the initial Accelerated Root Cleaning Program and
22 assigned a static cleaning frequency (instead of allowing the cleaning
23 frequency for such Sewer Line Segments to be adjusted according to a
24 Cartegraph algorithm). The initial cleaning frequencies for the
25 Accelerated Root Cleaning Program shall be increased as follows:

- 26 • Pipes currently on a 60 month or a 24 month cleaning
27 frequency with a history of roots shall be adjusted to a 12 month
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1 cleaning frequency; and,

2 • Pipes with cleaning frequencies of 12 months or less with a
3 history of roots will remain at the same frequency. Any future
4 cycle modifications for cleaning and/or inspection for individual
5 root locations will be based on observation data, repair,
6 replacement, rehabilitation activities or inclusion in a chemical
7 root control program. The static cleaning frequency for future
8 cleaning at any SSO or Blockage location caused or contributed to
9 by roots will be adjusted as described in the bullet list above. In
10 the event a Sewer Line Segment has been repaired, rehabilitated or
11 replaced, the source of roots causing the need for accelerated
12 cleaning is eliminated, or it has been placed in the chemical root
13 control program, the City may remove such Sewer Line segment
14 from the Accelerated Root Cleaning Program.

15 26.2 By January 24, 2017, the City shall revise the decision
16 tree (currently Fig 3-2 in the December 31, 2015 Cleaning and
17 Inspection Improvement Plan) for changing cleaning schedules so that
18 cleaning after the target date range with a rating of medium or heavy
19 results in an increase in cleaning frequency.

20 26.3 Beginning on January 1, 2017, the City will document
21 changes in cleaning frequency and the rationale (by assignment of
22 codes) for such changes determined by the Cleaning Schedule Review
23 Committee per the Cleaning and Inspection Plan, current edition. The
24 City will provide Channelkeeper with the codes it will use to document
25 the rationale for changes in cleaning frequency by January 24, 2017.
26 Channelkeeper may provide written comments on the codes within ten
27 (10) days after the City's notice. The City shall consider
28

1 Channelkeeper's comments in good faith, and shall have fifteen (15)
2 days from Channelkeeper's notice and comments to either incorporate
3 those comments into the codes, or explain in writing why those
4 comments were not accepted. Disputes as to whether the codes
5 effectively describe the rationale for cleaning frequency changes are to
6 be resolved via Dispute Resolution as set out in Section XXV below.

7 26.4 Beginning on January 1, 2017, the City will document all
8 Blockages and causes. The City will analyze Blockages and causes of
9 Blockages, and will adjust the cleaning frequency of Sewer Line
10 Segments with FOG or debris Blockages to the next higher frequency,
11 as applicable.

12 **I. SEWER CONDITION ASSESSMENT**

13
14 13. The 2012 Consent Decree is amended to add new Paragraphs 29.1
15 through 29.4 as provided below:

16 29.1 By January 24, 2017, the City shall revise Figure 3-1 of its
17 December 31, 2015 Condition Assessment Plan to be consistent with
18 the table attached as Exhibit A. Commencing with defects observed on
19 January 1, 2017, the City will designate PACP Grade 5 Structural
20 Defects as "Immediate Failure Likely" or "Immediate Failure
21 Unlikely" in its POSM database.

22 29.2 The City will perform and maintain records of any CCTV
23 contractor's QA/QC review per the CCTV and Repair, Rehabilitation
24 and Replacement Work Plan, current edition. The City may suspend
25 QA/QC review of contractor work if the work is rejected as out of
26 compliance. For work that is not rejected, the City will continue its
27 QA/QC review of the contractor work such that a failure rate is less
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1 than 10% is achieved and maintained.

2 29.3 The City will perform QA/QC on inspected pipes and
3 maintain records per the CCTV and Repair, Rehabilitation and
4 Replacement Work Plan, current edition, and address any compliance
5 issues until a failure rate of less than 10% is achieved and maintained.

6 29.4 The City will perform QA/QC of data entered into
7 Cartegraph and maintain records per CCTV and Repair, Rehabilitation
8 and Replacement Work Plan, current edition, and address any
9 compliance issues until a failure rate of less than 10% is achieved and
10 maintained.

11 12 **J. CAPITAL IMPROVEMENT PROJECTS**

13
14 14. Paragraph 38 of the 2012 Consent Decree is deleted in its entirety and
15 replaced with a new paragraph 38 as follows:

16 38. The City shall continue and expand its longstanding program of
17 repair, rehabilitation, or replacement of one (1) percent of the City Collection
18 System sewer mains per Year. Specifically, the City shall repair, rehabilitate
19 or replace a total of three and fifty-six hundredths (3.56) miles of sewer pipe
20 each Year. If the City repairs, rehabilitates or replaces more than three and
21 fifty-six hundredths (3.56) miles in any Year, that additional length of pipe
22 shall be credited to the City in the following Year(s).

23 **K. EXFILTRATION**

24
25 15. Section XVII (Exfiltration) of the 2012 Consent Decree, and
26 paragraphs 41 through 47, inclusive, are deleted in their entirety.

27 **L. CONSENT DECREE EXPENDITURE**

1 16. The 2012 Consent Decree is amended to delete the third sentence of
2 Paragraph 49 in its entirety, which sentence formerly provided that "The
3 Expenditure Cap shall also increase from year to year by any Rollover
4 Amount as discussed in Section XVII Paragraph 43 above." In addition,
5 Paragraph 49 is also amended to add a new last sentence after Table 2 as
6 follows: "Beginning with Year 6 (starting on January 1, 2017), the
7 Expenditure Cap is increased by \$150,000."

8 **M. MODIFICATION OF PLANS**

9 17. The 2012 Consent Decree is amended to add new Paragraph 51.1 as
10 provided below:

11 51.1 The City may modify any Plan relating to collection system
12 management as necessary, appropriate or convenient; however the City
13 may not modify those plans required by the Consent Decree to be less
14 effective than those in place in 2015 at achieving the objectives of this
15 Consent Decree and the City may not modify a Plan to remove an
16 element required by this Consent Decree unless Channelkeeper does
17 not object to such modification. When modifying a Plan, within thirty
18 (30) days of making the change, the City will provide Channelkeeper
19 with a copy of the modified Plan along with an explanation of the
20 reason for the modification and the reason why the modified Plan is
21 equally or more effective than the Plan in place in 2015 at achieving the
22 objectives of this Consent Decree. Channelkeeper will review the
23 modified Plan and submit comments, if any, on the modified Plan
24 within thirty (30) days of the City's notice. The City shall consider
25 Channelkeeper comments in good faith, and shall have fifteen (15) days
26 from Channelkeeper's notice and comments to either incorporate those
27 comments into the modified Plan, or explain in writing why those
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1 comments were not accepted. Disputes as to whether the Plan is less
2 effective than those in place in 2015 at achieving the objectives of this
3 Consent Decree are to be resolved via Dispute Resolution as set out in
4 Section XXV below. Notwithstanding anything to the contrary in this
5 Consent Decree, the Parties agree that the City shall not be, and is not,
6 precluded or constrained in any way from making any modifications to
7 its plans necessary to comply with local, state or federal law, including,
8 without limitation, requirements imposed on sanitary sewer systems by
9 the State Water Resources Control Board and/or the California
10 Regional Water Quality Control Board, Central Coast Region.

11
12 **N. PAYMENT OF COMPLIANCE MONITORING COSTS**

13 18. The 2012 Consent Decree is amended to add new Paragraphs 52.1 and
14 53.1 as provided below:

15 52.1 To help defray Channelkeeper's attorneys, consultant, and
16 expert fees and costs, and any other costs incurred in developing and
17 negotiating the terms of the 2016 Amendment, the City shall pay
18 Channelkeeper the sum of \$107,500.00, which includes all attorneys'
19 fees and costs for all services performed by and on behalf of
20 Channelkeeper by its attorneys and consultants. The payment shall be
21 made within ten (10) days of the Effective Date of this 2016
22 Amendment. The payment shall be made in the form of a check
23 payable to "Lawyers for Clean Water Attorney Client Trust Account"
24 addressed to: 1004-A O'Reilly Avenue, San Francisco,
25 California 94129, sent overnight delivery, and except as specifically
26 otherwise provided in Paragraphs 53.1 of the 2016 Amendment and
27 paragraph 65 of the 2012 Consent Decree, shall constitute settlement
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1 for all costs of litigation incurred by Channelkeeper that have or could
2 have been claimed in connection with the dispute relating to the City's
3 compliance with the 2012 Consent Decree, up to and including the
4 Termination Date.

5 53.1 To compensate Channelkeeper for time to be spent by legal
6 staff or technical consultants reviewing compliance reports and
7 monitoring the City's compliance with the terms of this 2016
8 Amendment, the City shall pay Channelkeeper the sum of \$50,000.
9 Payment shall be made within ten (10) days of the Effective Date of
10 this 2016 Amendment, and shall be made payable to "Lawyers for
11 Clean Water Attorney Client Trust Account" addressed to 1004-
12 A O'Reilly Avenue, San Francisco, California 94129, and sent
13 overnight delivery.

14 **O. SUBMISSION OF 2016 AMENDMENT FOR AGENCY REVIEW**

15
16 19. Channelkeeper shall submit a copy of this 2016 Amendment to EPA
17 and the United States Department of Justice ("DOJ") within three (3) days of its
18 execution for agency review. In the event that EPA or DOJ comment negatively on
19 the provisions of this 2016 Amendment, the Parties agree to meet and confer to
20 attempt to resolve the issue(s) raised by EPA or DOJ.

21 20. Within three (3) days of execution of this 2016 Amendment by the
22 Parties, Channelkeeper shall notify the Court of the Parties' tentative settlement
23 pending the review of the 2016 Amendment by DOJ and EPA required by 40 C.F.R.
24 § 135.5. Following the DOJ and EPA review, Channelkeeper will thereafter
25 promptly request the Court to enter this 2016 Amendment.

26 **P. RESERVED CLAIMS**

27
28 21. The 2012 Consent Decree is amended to add a new Paragraphs 66.1 as

1 provided below:

2 66.1 Notwithstanding anything to the contrary in Paragraph 66 above,
3 Channelkeeper expressly reserves and does not release any claims it may
4 have that accrue on or after the entry of the 2016 Amendment and that
5 arise from the subsurface leakage of wastewater from a High Risk Pipe
6 into the City's MS4.

7
8 **Q. NOTICES AND SUBMISSIONS**

9 22. Paragraph 72 of the 2012 Consent Decree is deleted in its entirety and
10 replaced with the following:

11 i. Any notifications, submissions, or communications to
12 Channelkeeper or to the City pursuant to the 2012 Consent Decree, and
13 as amended by the 2016 Amendment, will be, to the extent feasible,
14 sent via electronic mail transmission to the e-mail addresses listed
15 below (electronic return receipt requested) or, if electronic transmission
16 is not feasible, via U.S. Mail or hand delivery to the following
17 addresses. Any change in the individuals or addresses designated by
18 any Party must be made in writing to all Parties, but the Parties
19 stipulate and agree that the Parties need not amend this 2016
20 Amendment to effectuate a change in the notice recipients.

21
22 If to CHANNELKEEPER:

23 Santa Barbara Channelkeeper
24 Kira Redmond, Executive Director
25 714 Bond Avenue
26 Santa Barbara, CA 93103
27 Telephone: (805) 563-3377
28 Facsimile: (805) 687-5635
 Email: kira@sbck.org

 Drevet Hunt

1 Lawyers for Clean Water, Inc.
2 1004 O'Reilly Avenue
3 San Francisco, CA 94129
4 Telephone: (415) 440-6520
5 Email: drev@lawyersforcleanwater.com

6 If to the CITY:

7 City of Santa Barbara
8 735 Anacapa Street
9 City of Santa Barbara, CA 93101
10 Telephone: (805) 564-5305
11 Facsimile: (805) 897-1993
12 Email: PCasey@SantaBarbaraCA.gov
13 Attn: City Administrator

14 City of Santa Barbara
15 630 Garden Street
16 City of Santa Barbara, CA 93102
17 Telephone: (805) 564-5378
18 Facsimile: (805) 897-2613
19 Email: RBjork@SantaBarbaraCA.gov
20 Attn: Public Works Director

21 City of Santa Barbara
22 Post Office Box 1990
23 Santa Barbara, CA 93102-1990
24 Telephone: (805) 564-5332
25 Facsimile: (805) 897-2532
26 Email: SKnecht@SantaBarbaraCA.gov
27 Attn: Sarah Knecht

28 Gregory Newmark
Meyers, Nave, Riback, Silver & Wilson
633 West 5th Street, Suite 1700
Los Angeles, CA 90071
Telephone: (213) 626-2906
Facsimile: (213) 626-0215
Email: gnewmark@meyersnave.com

Notices submitted in accordance with this Section will be deemed submitted on the

1 date they are postmarked or, if sent electronically, they will be deemed submitted
2 upon transmission, but a notice is not effective if the sending Party learns that it did
3 not reach the Party to be notified. Notwithstanding the sender's receipt of a
4 successful delivery notification, a recipient that fails to receive the submission may
5 request delivery by other means. Such a request does not affect the timeliness of the
6 original submission.

7
8 The Parties hereby enter into this 2016 Amendment.

9 CITY OF SANTA BARBARA

10
11 Date: _____

12 By: Paul Casey
13 City Administrator

14 APPROVED AS TO FORM:

15
16 Date: _____

17 By: Sarah J. Knecht
18 Assistant City Attorney

19 SANTA BARBARA
20 CHANNELKEEPER:

21 Date: _____

22 By: Kira Redmond
23 Executive Director

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APPROVED AS TO FORM:

Date: 17 January 2017

By: Daniel Cooper
Lawyers for Clean Water, Inc.
Counsel for Channelkeeper

IT IS SO ORDERED

Date: _____

Hon. Alicia G. Rosenberg
Magistrate Judge of the United States
District Court for the Central District of
California

Exhibit A

PACP Table

Observed Defect	Corrective Action	Time Frame (from date defect observed)	Other Action
PACP Grade 4 or 5 Maintenance Defect	Clean sewer	30 days	Place on preventive cleaning or root control schedule as appropriate
PACP Grade 3 Maintenance Defect	Clean sewer	4 months	Place on preventive cleaning or root control schedule as appropriate
PACP Grade 5 Structural Defect – Immediate Failure Likely	Repair or rehabilitate sewer	ASAP (no more than 90 days) ³	N/A
PACP Grade 5 Structural Defect – Immediate Failure Unlikely	Repair, rehabilitate, or re- inspect sewer	2 years	If defect is not repaired or rehabilitated within 2 years, re-inspect annually after initial re-inspection until repaired or rehabilitated

³ In the event a permit or permission from a third party is required to repair or rehabilitate the Sewer Line Segment, the City shall diligently pursue such permit or permission and that work shall occur within no more than 45 days of obtaining the necessary permits or permission.

PACP Grade 4 Structural Defect	Repair, rehabilitate, or re-inspect sewer	5 years	If defect is not repaired or rehabilitated within 5 years, re-inspect within 3 years after initial re-inspection and every 3 years thereafter until repaired or rehabilitated
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2764332.1 .1

1 date they are postmarked or, if sent electronically, they will be deemed submitted
2 upon transmission, but a notice is not effective if the sending Party learns that it did
3 not reach the Party to be notified. Notwithstanding the sender's receipt of a
4 successful delivery notification, a recipient that fails to receive the submission may
5 request delivery by other means. Such a request does not affect the timeliness of the
6 original submission.

7
8 The Parties hereby enter into this 2016 Amendment.

9 CITY OF SANTA BARBARA

10
11 Date: 1-20-17

Paul Casey
By: Paul Casey
City Administrator

12
13
14 APPROVED AS TO FORM:

15
16 Date: _____

Sarah J. Knecht
By: Sarah J. Knecht
Assistant City Attorney

17
18
19 SANTA BARBARA
20 CHANNELKEEPER:

21 Date: _____

Kira Redmond
By: Kira Redmond
Executive Director

1 date they are postmarked or, if sent electronically, they will be deemed submitted
2 upon transmission, but a notice is not effective if the sending Party learns that it did
3 not reach the Party to be notified. Notwithstanding the sender's receipt of a
4 successful delivery notification, a recipient that fails to receive the submission may
5 request delivery by other means. Such a request does not affect the timeliness of the
6 original submission.

7
8 The Parties hereby enter into this 2016 Amendment.

9 CITY OF SANTA BARBARA

10
11 Date: _____

12 By: Paul Casey
13 City Administrator

14 APPROVED AS TO FORM:

15
16 Date: _____

17 By: Sarah J. Knecht
18 Assistant City Attorney

19 SANTA BARBARA
20 CHANNELKEEPER:

21 Date: 1/17/2017

22 
23 By: Kira Redmond
24 Executive Director
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APPROVED AS TO FORM:

Date: 17 January 2017

By: Daniel Cooper
Lawyers for Clean Water, Inc.
Counsel for Channelkeeper

IT IS SO ORDERED

Date: _____

Hon. Alicia G. Rosenberg
Magistrate Judge of the United States
District Court for the Central District of
California